

Osceola Co.

PPME #2003 (Roads)

7/1/2004 6/30/2007

OSCEOLA CO. / PPM E (ROADS)

04-07

OSCEOLA COUNTY, IOWA

Agreement With

PUBLIC PROFESSIONAL & MAINTENANCE  
EMPLOYEES/STATE OF IOWA  
LOCAL UNION NO. 2003,

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, AFL-CIO

July 1, 2004, through June 30, 2007

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THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of May 2004, by and between OSCEOLA COUNTY, IOWA, hereinafter sometimes referred to as the "County", or the "Employer" and PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES/STATE OF IOWA, LOCAL UNION NO.2003, hereinafter referred to as the "Union".

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

#### ARTICLE I

##### Intent and Purpose

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Osceola County, Iowa.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the County, the Union and the employees covered by this Agreement, and to assure effective and efficient operations of Osceola County.

1.3 It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to

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prevent any strikes, work stoppages or other interruptions of work or interference with the County's operations.

## ARTICLE II

### Recognition

2.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit:

All regular full-time patrolmen, equipment operators, and mechanics; excluding the county engineer, his assistant, engineering aides, the office secretary, and all other persons excluded by Section 4 of the Act, and further excluding all other employees of Osceola County, Iowa, and its boards, commissions, agencies and departments.

## ARTICLE III

### Definitions

3.1 A regular employee is a full-time permanent employee who has completed his probationary period.

3.2 A permanent employee is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

3.3 Part-time employees, and temporary employees hired to cover situations such as seasonal demands or replacements for absenteeism or vacations shall not become regular employees under this Agreement.

3.4 A probationary employee is one who has not completed his first six (6) calendar months of continuous service with the county as a full-time permanent employee. During the probationary period, such employee may be

terminated at the discretion of the County and the County may otherwise discipline, lay off, or suspend such probationary employee for any reason. The County may hire such employees as it requires to conduct its operations with the understanding that those employees are on trial for six (6) calendar months and the county shall be the sole judge of the competency of the new employees during said period.

3.5 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he becomes a regular employee.

3.6 Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular employee".

#### ARTICLE IV

##### County and Union Rights and Responsibilities

4.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the County must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, assumes responsibility for cooperating in the attainment of the goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part of its employees; b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the County; and (c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

4.2 In addition to all powers, duties and rights of the County established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the County, including, without limitation on the generality of the foregoing, the right to manage the County's operations and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the County, to determine the size and location of the County's operations and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods and facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to subcontract, the right to transfer, promote and demote employees and the right to discipline, suspend and discharge employees for cause, and the right to lay off, the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the County at any time and the right to enforce and require employees to observe rules and regulations set forth by the County; provided, however, that these rights will not be used for the purpose of unlawfully discriminating against any employee because of his membership or nonmembership in the Union.

4.3 The list of management rights set forth in Section 4.2 is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power and

authority and prerogatives the County has prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

4.4 The County and the Union will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the County or Union because of race, creed, color, national origin, sex, age, disability or religion.

4.5 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or nonmembership in the Union. The union agrees neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the County.

4.6 For purposes of investigating pending grievances and collecting dues, a duly authorized representative of the Union shall have access to County premises with supervision's prior consent. The County will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the County's operations or the work of its employees.

## ARTICLE V

### Hours of Work and Overtime

5.1 This Article is intended to set forth the normal work week, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

5.2 The normal work week shall consist of forty (40) hours per week, exclusive of unpaid lunch periods.

5.3 All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate.

5.4 All overtime work shall be determined and must be authorized by supervision.

5.5 Employees will receive (2) fifteen (15) minute breaks each day, at times scheduled by the County. Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the County.

5.6 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. It is also understood and agreed that the County shall have the right in its determination of the daily and weekly work schedules, to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the County.

5.7 Employees shall be paid for a minimum of two (2) hours pay if called in to work outside their normal schedule.

## ARTICLE VI

### Health and Safety

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the

County in maintaining county policies, rules and regulations as to health and safety.

6.2 All new employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from the doctor of medicine of the employee's choice.

## ARTICLE VII

### Adjustment of Grievances

7.1 A grievance is defined as a dispute an employee may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. Any employee who claims a grievance shall present such grievance orally, with or without his steward, to his immediate supervisor, within one (1) working day after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within two (2) working days after the grievance was presented to him.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and his steward within three (3) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be promptly submitted to the County Engineer or his designated representative, who shall, within seven (7) working days after a meeting with the aggrieved employee and his steward, give his answer in writing.

Step Three. If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the County Engineer within seven (7) calendar days after the receipt of the County's Step Two answer. Said

written notice shall be signed by the aggrieved employee and a representative of the Union, and shall state the specific section of this Agreement, which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the County and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the County's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

7.2 Employees are encouraged, whenever possible, to present, discuss and process their grievances at Steps One and Two during their non-working time.

7.3 The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

7.4 The failure of an employee, the Union, or its representative to present or process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as waived. The failure by the County to reply within the applicable times specified above shall be deemed a denial of the grievance, which may then be appealed to the next step.

7.5 An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award.

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The arbitrator shall have no authority to hear or determine job classifications, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the County in any matter reserved to the County by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the County, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the County and the Union.

7.6 The County and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room. No transcript of the arbitration hearing shall be made unless requested by a party. The cost of court reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of the court reporter and of the transcripts. Any other expenses shall be paid by the party incurring them.

## ARTICLE VIII

### Work Stoppages

8.1 The County agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

8.2 The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering,

including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the County.

8.3 No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the County.

8.4 In the event of a violation of Section 10.3 (e), (f), (g), (h), (i), or 12 of the Iowa Public Employment Relations Act, and/or Section 8.3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved (such as public announcements, letters, bulletins, telegrams, and employee meetings) to bring about an immediate resumption of normal work.

8.5 In the event of a violation of any of the aforementioned Sections of the Iowa Public Employment Relations Act and/or Section 8.3 of this Article, any employee participating in such violation may be immediately discharged.

## ARTICLE IX

### Seniority and Layoff Procedures

9.1 Seniority is defined as an employee's length of continuous service with the County from his most recent date of hire.

9.2 In the event the County determines that employees will be laid off, the County shall consider qualifications, ability to perform, physical fitness and seniority, and, if qualifications, ability to perform and

physical fitness are equal between or among affected employees, seniority<sup>1</sup> shall govern. Provided, however, that seniority shall not apply to temporary layoffs. Any layoff of fifteen (15) days or less shall be presumed to be temporary, and layoff in excess of fifteen (15) days will be reviewed by representatives of the County and the Union to determine whether it is temporary or permanent.

9.3 Those road employees to be laid off will be notified as soon as possible. Laid off employees shall advise the County of their current addresses and telephone numbers during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

9.4 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within thirty (30) days.

9.5 The seniority and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or his seniority, whichever is less.

9.6 An employee transferred or promoted from the bargaining unit shall retain seniority (for a period not to exceed twelve (12) calendar months) but shall not continue to accrue seniority.

## ARTICLE X

TRANSFER PROCEDURES

10.1 Employees who desire to permanently transfer to a vacant bargaining unit position at another maintenance location may file a written request with the County Engineer. Such requests shall be filed for each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled.

10.2 All such vacancies, which are to be filled, will be posted as soon as practicable. A written request for a transfer shall be filed within five (5) working days after the vacancy is posted.

10.3 Employees who have requested transfer to a specific vacancy will be notified when that vacancy no longer exists.

10.4 Notice of an involuntary transfer will be given to the employee affected as soon as practicable.

## ARTICLE XI

Steward

11.1 The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the unit.

## ARTICLE XII

### VACATIONS

12.1 Subject to and in accordance with the provisions of this Article, paid vacations will be granted to regular employees pursuant to the following schedule:

(a) A regular employee in the continuous active service of the County for one year or more as of the anniversary of his most recent date of hire shall be granted one weeks' vacation (40 hours) with pay at his regular hourly rate.

(b) A regular employee in the continuous active service of the County for two years or more as of the anniversary of his most recent date of hire shall be granted two weeks' vacation (80 hours) with pay at his regular hourly rate.

(c) A regular employee in the continuous active service of the County for eight years or more as of the anniversary of his most recent date of hire shall be granted three weeks' vacation (120) hours with pay at his regular hourly rate.

(d) A regular employee in the continuous active service of the County for eighteen years or more as of the anniversary of his most recent date of hire shall be granted four weeks' vacation (160 hours) with pay at his regular hourly rate.

12.2 The purpose of a vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. The vacation year will be the eligible employee's anniversary date to anniversary date. Accordingly:

(a) A maximum of one (1) week (40 hours) of vacation may be carried over from one year to the next. Any additional vacation not taken by the employees next anniversary date will be forfeited.

(b) When a bargaining unit employee leaves County employment, vacations earned and accrued by that employee will be paid by the County upon separation.

12.3 Vacations will, so far as possible, be granted at times most desired by eligible employees so long as they do not conflict with the County's operations; provided, however, that the final right to allot vacation periods and the right to change such allotments is reserved exclusively to the County.

## ARTICLE XIII

### Holidays

13.1 Subject to and in accordance with the provisions of this Article, regular employees who have completed their probationary period and who are on the active payroll full time shall be granted holiday pay equal to their regular hourly rate of pay times eight (8) hours for the following holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Afternoon (1/2 day)  
Christmas Day

13.2 When any of the aforementioned holidays fall on Saturday, the preceding Friday will be observed as the holiday. When any of the aforementioned holidays fall on Sunday, the following Monday will be observed as the holiday.

13.3 When an employee's vacation period includes a holiday, he shall receive an extra day off with pay.

13.4 No holiday pay shall be paid to an employee in any of the following circumstances:

- (a) The employee has been laid off more than one week prior to the holiday.
- (b) The employee has been discharged prior to the holiday.
- (c) The employee is on suspension.
- (d) The employee has failed to report on the last scheduled work day before the holiday or the first scheduled work day after the holiday except in the case of sickness, death in the family or other excused absence. With respect to any employee absent due to sickness, said employee, if requested by the County, shall furnish to the County, a physician's written statement that the employee's health or disability required that he remain away from work.

#### ARTICLE XIV

##### Leaves of Absence

14.1 Sick Leave. Sick leave will be granted to regular employees who have completed their probationary period and who are on the active payroll full time on the following basis:

- (a) Sick leave can be used only for bona fide sickness or accidental injury.
- (b) Sick leave with pay shall accumulate at the rate of two and one-half (2 1/2) days per month of continuous employment for each month in which an employee has no unexcused absence.
- (c) Unused sick leave may be accumulated up to a maximum of thirty (30) working days during a calendar year; provided, however, that unused sick leave during a calendar year shall be added to the sick leave for the succeeding calendar year or years, but the aggregate period of sick leave shall never exceed ninety (90) working days.
- (d) For the loss of work due to bona fide sickness or accidental injury, eligible employees will receive pay at their regular hourly rate times eight (8) hours.

- (e) An employee absent due to sickness or accidental injury shall, if requested by County, furnish to the County a physician's written statement that the employee's health or disability required that he remain away from work.
- (f) An employee returning to work from a sick leave shall, if requested by the County, furnish to the County a physician's written statement that the employee is physically able to return to active employment.
- (g) Benefits received under the Iowa Workmen's Compensation Law shall be deducted from sick pay under this Article.
- (h) Employees shall be allowed to use five (5) days of their accumulated sick leave for the illness or injury of members of their immediate family. Immediate family includes the employees spouse, parents, children, grandchildren, mother-in-law, and father-in-law.

14.2 Jury Duty. A regular employee on the active payroll full time who is required to perform jury duty will be reimbursed the difference between his regular hourly rate of pay for necessary time lost because of such duty and the amount of compensation paid to him for his services as a juror. Provided, however, that no such payment shall be made to an employee for such jury duty on any day during which, in accordance with his work schedule, he would not have worked for the County. In order for an employee to be eligible, the employee must also:

- (a) Immediately notify his supervisor of the receipt of summons for such jury duty.
- (b) Be available for work on the last scheduled work day before and the first scheduled work day after the period of jury duty.
- (c) Furnish the County with proper evidence of the number of days and the amount of his jury duty pay.
- (d) Make himself available for work for the remainder of any day in which the period of required jury duty is one-half day or less.

14.3 Funeral Leave. Absence due to the death of a member of a regular employee's immediate family will be treated as an excused absence. An employee so absent will be paid at his regular hourly rate of pay times eight (8) hours during the period of his absence for working time lost due to such death on the following basis:

- (a) In the event of the death of an employee's mother, father, spouse, brother, sister, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law or brother-in-law, up to three (3) days absence will be allowed without loss of pay for regularly scheduled working days.
- (b) The County shall be promptly notified of an absence hereunder and the reason therefor.
- (c) Funeral leave will be taken on consecutive days.
- (d) The County may, at its discretion, grant extended unpaid funeral leave in cases where travel requirements or other personal considerations warrant it.
- (e) Employees shall be allowed one day of funeral leave per occurrence if he/she is a pallbearer for the funeral.

14.4 Reporting. A failure to report to active employment at the expiration of a leave will result in a loss of seniority and termination of employment.

## ARTICLE XV

### Family and Medical Leave

15.1 An employee who has been employed for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve (12) month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of son or daughter and in order to care for such son or daughter.
2. Placement of son or daughter with the employee for

adoption or foster care.

3. To care for a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

15.2 A total of twelve (12) work weeks of leave during any twelve (12) month period may be granted under this policy. "Twelve-month period shall be that period of consecutive calendar months, or portions thereof, which begins with commencement of the first day of leave under the Family and Medical Leave Act and/or this Article." Such leave must be taken on a sustained or uninterrupted basis except that intermittent leave may be taken for serious health care of the employee, child, spouse, or parent.

15.3 The employee shall use all, except for one (1) week, of available paid leave time to which he or she is entitled prior to commencement of the unpaid leave. However, if available, the employee has the option of using the one (1) week of remaining paid leave time prior to commencement of unpaid leave. The employee shall provide as much prior notice as possible, preferably a minimum of thirty (30) days.

15.4 The employee will be allowed to return to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited, however, additional benefits or seniority will not accrue during the absence.

15.5 Group health insurance benefits will be continued during an approved absence provided the employee continues to remit his or her share of the premium, if applicable.

15.6 Medical certification of a serious medical condition of the employee, spouse, parent, or child shall be required and a second opinion may be requested by the county at the county's expense.

15.7 For the purposes of this policy, health care provider shall be defined as a doctor of medicine or osteopathy, and anyone else designated by the Secretary of Labor to be capable of providing health care services.

15.8 Furthermore, serious health condition shall mean an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuous treatment by a health care provider.

## ARTICLE XVI

### Insurance

16.1 The Employer shall, at no cost to the employee, maintain for each employee a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. Said policy was approved by the Union in July, 2002, and then became effective on or about August 1, 2002. The employer shall also pay sixty percent (60%) of the additional cost for family hospital and medical care insurance for those employees electing to receive family coverage. "Family" will be defined by the insurance policy. The employee shall pay forty percent (40%) of the additional cost for family insurance. Prior to any change in the policy, or to any change in the carrier, the Employer shall meet and confer with the Union. However, the final decision as to the carrier/administrator shall be made by the Employer. The Employer agrees that prior to any change in the

policy, they shall notify the Union and provide opportunity to bargain through impasse.

16.2 The County health insurance program shall be available for those employees electing retirement between age 62 and age 65 for the period between said employee's retirement date and his/her 65th birthday. To continue this coverage, each eligible employee must request the continuation of health insurance coverage in writing to the Osceola County Auditor, within ninety (90) days prior to his/her retirement date. Said continuing coverage shall be subject to the availability of the then current group insurance program from the group health insurance carrier. If not available, the County shall have no obligation under this paragraph. It is understood that the former employee shall pay the full cost of this insurance coverage without contribution from the County. The former employee agrees that he/she shall pay the monthly premium for this coverage on or before the 25th day of each month preceding the month of coverage. In the event that payment is not received from the former employee, on or before the required date, said coverage shall be terminated without further requirement on the part of the County or the group health insurance carrier. All County obligations under this paragraph shall terminate on the 65th birthday of the former employee.

## ARTICLE XVII

### Wages

17.1 The minimum straight time hourly wage rates for regular employees are set out in Appendix "A", which is attached to this Agreement

and made a part hereof.

## ARTICLE XVIII

### Dues Checkoff

18.1 The County will make monthly deductions from the wages on each employee covered by this Agreement who has provided the County with a valid written authorization therefor, for monthly Union dues and initiation fees in the amounts certified in such authorizations, and remit such monies to the Union not later than the fifteenth (15th) day of the succeeding month. Any such authorization may be revoked by an employee at any time upon his thirty (30) day written notice to the County, and shall automatically be cancelled upon termination of employment. The Union agrees to indemnify and hold the County harmless against any claim or liability arising out of the operation of this Article. If requested, the County shall provide the Union with the name, address, classification, wage rate and monthly dues withheld from/of each employee.

## ARTICLE XIX

### Federal Commercial Drivers License

19.1 The parties acknowledge that as of April 1, 1992, federal licensure requirements will replace the state-issued chauffeur's license for operating vehicles with a manufacturer's rating of 26,001 pounds or more. For all current employees required to obtain a federal commercial drivers license, the County and each employee shall undertake the following obligations;

1. The County shall provide at no cost to the employee, an appropriate vehicle for use in taking the required driving test.
2. The County shall allow the employee reasonable time to attend necessary training and also, to take the required test. The time allowed for such training and testing will constitute a normal work day for the employee. In the event that an employee fails to obtain the required federal commercial drivers license upon his/her initial attempt, all future training and testing shall be treated as absences from work and will be charged as personal leave or vacation to the employee.
3. The County will pay the cost if any, of one training session to assist each employee in obtaining a federal commercial drivers license. Any additional training necessitated by an employee's failure to obtain a federal commercial drivers license on his/her first attempt, shall be paid for by the employee.
4. The cost of the issuance of the required license shall be paid for by the employee.
5. The cost of attending all training sessions including transportation, food and lodging shall be paid by the employee.

## ARTICLE XX

### General Provisions

20.1 The parties acknowledge during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and this Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not

specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

20.2 Should any clause or provision of this Agreement be declared illegal by a decree of a court of competent jurisdiction, or by legislation, such invalidation shall not affect the remaining parts of the Agreement and it shall remain in full force and effect.

## ARTICLE XXI


Term of Agreement

21.1 This Agreement shall become effective July 1, 2004, and thereafter shall remain in full force and effect until June 30, 2007. Upon expiration of the term of this agreement (June 30, 2007), it shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement on or before September 1, 2006, or on or before September 1st in any succeeding year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 13<sup>th</sup> day of May, 2004.

OSCEOLA COUNTY, IOWA

By:   
Chairman, Board of Supervisors

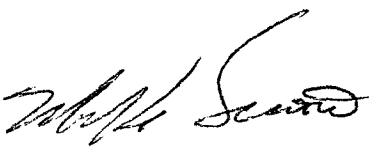
By:   
Member, Board of Supervisors

By:   
Member, Board of Supervisors

By:   
Member, Board of Supervisors

By: \_\_\_\_\_  
Member, Board of Supervisors

PUBLIC PROFESSIONAL &  
MAINTENANCE EMPLOYEES/STATE  
OF IOWA, LOCAL UNION NO. 2003  
INTERNATIONAL UNION  
OF PAINTERS AND ALLIED  
TRADES, AFL-CIO

By: 

# "APPENDIX A"

## I. Minimum Straight Time Hourly Wage Rates Effective First Full Pay Period Beginning After:

<u>Job Classification</u>	<u>7/1/04</u>	<u>1/1/05</u>	<u>7/1/05</u>	<u>7/1/06</u>
Laborer	\$13.45	\$13.62	\$13.96	\$14.38
Patrolman	\$15.64	\$15.84	\$16.24	\$16.73
Equipment Operator	\$15.64	\$15.84	\$16.24	\$16.73
Eng. Aid/Equip. Op.	\$15.64	\$15.84	\$16.24	\$16.73
Mechanic	\$16.61	\$16.82	\$17.24	\$17.76

Employees shall earn 90% of the wage rate for the first six months of employment, 95% the second six months of employment and 100% at the completion of one year of service.

## II. Longevity Pay:

In addition to the minimum straight-time hourly wage rates set forth above, eligible employees covered by this Agreement will receive an additional amount for length of continuous service at the following hourly rates:

For employees completing five (5)  
years of continuous service . . . . . \$.05 per hour

For employees completing ten (10)  
years of continuous service . . . . . \$.10 per hour

For employees completing fifteen (15)  
years of continuous service . . . . . \$.15 per hour

For employees completing twenty (20)  
years of continuous service . . . . . \$.20 per hour

For employees completing twenty-five (25)  
years of continuous service . . . . . \$.25 per hour

For employees completing thirty (30)  
years of continuous service . . . . . \$.30 per hour

## OSCEOLA COUNTY

## LETTER OF UNDERSTANDING

## REGARDING

## NATIONAL OR STATE HEALTH CARE PROGRAM

If during the term of this Agreement, a National or State Health Care Program is enacted, the parties agree to reopen Article XVI and negotiate, through impasse if necessary, any changes that are needed.

Dated May 13, 2004

For the County

Byron Lopez

For the Union

Walter Seaw

## OSCEOLA COUNTY

LETTER OF UNDERSTANDING  
REGARDING WORK SCHEDULES

During the Collective Bargaining negotiations for fiscal years 2004-2005, 2005-2006 and 2006-2007, the parties discussed and herewith amplify said discussion in this letter of understanding, which does not constitute part of the collective bargaining agreement, but is subject to the collective bargaining agreement grievance procedure.

The County represented that during the three year term of the recently negotiated contract, all employees would be scheduled to work a minimum of 65 overtime hours per fiscal year.

The parties acknowledge that the recently created position of Engineering Aid/Equipment Operator will have unlimited hours except in winter time, when the individual filling this position has already worked the minimum guaranteed overtime hours for the year. When this occurs, personnel who have not worked his or her guaranteed overtime hours shall be contacted first to work weekends and holidays.

The parties acknowledge that said overtime hours can and will be scheduled at the sole discretion of the County. In this regard, the County will continue to maintain "...the right to determine the number and starting of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the County at any time...", all as set forth in the collective bargaining agreement. However, the County represented that it has no present intention of establishing work schedules wherein Saturdays and Sundays are designated normal work days. Both parties signatory to this letter of understanding, recognize that any unilateral change made by the County with respect to the above representations, would require the parties to meet and negotiate such change.

Dated May 13, 2004

For the County

For the Union



